

## MEMORANDUM OF UNDERSTANDING

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY (CIPET):  
CENTRE FOR SKILLING AND TECHNICAL SUPPORT (CSTS) -AGARTALA  
BODHJUNGNAGAR, SUB-DIV: MOHANPUR, DIST: WEST TRIPURA, PIN: 799008  
E-mail: [agartala@cipet.gov.in](mailto:agartala@cipet.gov.in), ■ 0381-2310080 🌐 [www.cipet.gov.in](http://www.cipet.gov.in)



CIPET सिपेट  
probe · perform · practice · Plastics

And



### The ICFAI University Tripura

(Established under section 4(2) of the Institute of Chartered Financial Analysts of India University, Tripura Act 2004)  
Kamalghat (PO), Mohanpur, Tripura West – 799210, Email: [registrar@iutripura.edu.in](mailto:registrar@iutripura.edu.in)

(With effective from 26<sup>th</sup> April ,2022)

## MEMORANDUM OF UNDERSTANDING

**This Memorandum of Understanding** (hereinafter referred to as “MOU”) is made and entered on 26<sup>th</sup> Day of April, 2022, for various academic activities such as Exchange of Scientists, Faculty & Engineers, Exchange of samples, materials and availing the facility of instruments for testing of samples and other activities on mutual interest between:

The ICFAI University, Tripura was established under the provisions of the Institute of Chartered Financial Analysts of India (ICFAI) University, Tripura Act 2004 (Act No.8 of 2004). The University is approved, recognized, and listed by the UGC, under Section 2(f) of the UGC Act, 1956. The University is accredited by “National Assessment & Accreditation Council (NAAC) B+ effective November 30, 2018.

At present the ICFAI University, Tripura is offering various Diplomas, Under-graduate, Post-graduates and Ph.D. programs in the field of Engineering and Technology, Basic Science (Physics, Chemistry, Mathematics), Liberal Arts, English, Law, Commerce, Education, Special Education, Physical Education & Yoga, Psychology, Clinical Psychology, Management, Rural Management, Healthcare Management, Library & Information Sciences, Paramedical Sciences, Nursing, Hospital Administration, Laboratory Technician and certificate course in Data Science, HR Analytics and French Languages.

**ICFAI University Tripura**, through its **Registrar, Dr. A Ranganath** which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns, of the other part.


And

**Central Institute of Petrochemical Engineering & Technology (CIPET)** is a premier national institution under the aegis of the Department of Chemicals and Petrochemicals, Ministry of Chemicals & Fertilizers, Govt. of India fully devoted to Skill Development, Technology Support Services, Academic and Research (STAR). CIPET operates from various locations spread across the country catering to the needs of Polymer and allied industries, through its **Manager (Project & Head), P. Vijaya Kumar** which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns, of the other part.

### RECITALS

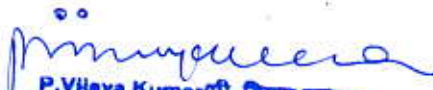
[1] **CIPET:CSTS, Agartala** redeemed itself in the Technical Support Services, R & D initiatives and continued support through the high quality of Technical & Consultancy Services, Research

[2] **ICFAI University Tripura** and **CIPET:CSTS, Agartala** propose to work together in the area of Design, CAD/CAM/CAE, Tooling & Mould Manufacturing, Production Engineering, Testing, and Quality Assurance.

  
Registrar,  
ICFAI University Tripura  
Kamalghat, Tripura (West).

MOU-CIPET:CSTS-Agartala & ICFAI University, Tripura

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P. Vijaya Kumar/पी. विजय कुमार  
Manager (Project & Head)  
प्रबंधक (परियोजनाएं) प्रमुख  
CIPET: CSTS-AGARTALA  
सिपेट: सी.एस.टी.एस-अगरतला  
GOVT. OF INDIA भारत सरकार

## 1. DEFINITIONS

In this MOU: **MOU** shall mean this MOU and any modification or variation of this MOU which has been affected in accordance with the terms of this MOU.

The objective of the collaboration under this memorandum of understanding (MOU) will be to continue, expand, and maximize cooperation in energy research and development between the Participants. Collaboration under this MOU will not preclude other bilateral or multilateral cooperation activities in energy research and development in which each Participant may take part.

## 2. SCOPE OF JOINT CO-OPERATION

2.1 Collaboration under this MOU may include, but is not limited to, the following fields: Petrochemicals, Polymers, Plastics, Testing, Tooling, Plastics Processing, etc.

2.2 **ICFAI University Tripura** and **CIPET:CSTS, Agartala** wish to jointly co-operate in the area of undertaking projects for specifically identified clients working in Petrochemicals Engineering & Technology on a mutually agreed basis.

2.3 **ICFAI University Tripura** will provide inputs with respect to clients interested in undertaking projects and follow up for obtaining assignments. It will also provide technical inputs in the area of Engineering & Technology.

2.4 **CIPET:CSTS, Agartala** will undertake all other work that may be required by the client. At all times and in all cases, each party is an independent contractor and is not a legal representative, partner, or agent of the other party for any purpose. B.E./B.Tech./M.Sc./M.Tech./Research candidates can do their dissertation-related work jointly.

This MOU does not purport to create a partnership, agency, or joint venture between the parties.

## 3. FORMS OF COLLABORATIVE ACTIVITIES

Collaboration in accordance with this MOU may include, but is not limited to, the following forms:

1. Diploma/B.Sc/M.Sc./B.Tech/M.Tech and other students can do their dissertation-related work jointly and that does not bear the cost of any stipend to the students by CIPET:CSTS, AGARTALA.
2. Exchange of all forms of unclassified scientific and technical information and results of research and development.
3. **Exchange of Scientists, Faculty, Engineers** and other specialists, for participation in Research, Development, Analysis, Design and Experimental activities conducted in research centers, laboratories, engineering offices, and other facilities and enterprises of each Participant;
4. **Exchange of samples**, materials and availing the facility of instruments and components for testing of samples and other activity on Mutual Interest.
5. ICFAI University Tripura can invite CIPET:CSTS, Agartala employees for student examinations, viva voice, and other related activities such as special lectures to deliver for students on an honorarium basis.
6. **Can propose and explore for the organization of seminars, workshops**, and other meetings on specific topics of mutual interest.

7. **Visits by specialist teams** or individuals to the facilities available at the other Participant for scientific understanding.
8. **The use by one participant** of the facility owned or operated by the other participant. Such use of facilities will be the subject of a separate written arrangement and may be subject to commercial terms or conditions;
9. **Cooperative programs and projects** in which the participants decide to share the work and costs. Such joint projects will be the subject of a separate written arrangement between the Participants.

#### TERMS-

This MOU shall be effective from the date first hereinabove mentioned and shall continue in force until, unless otherwise earlier terminated under the provisions of this MOU. However, any payment received by either party on projects quoted together will be shared as per sharing arrangement referred to in this MOU.

#### 4. OPERATIONAL MODALITIES

- 4.1 To supervise the cooperation under this MOU, each participant will designate a lead coordinator. Each participant will also designate a technical coordinator to assist the lead coordinator in carrying out activities under this MOU. In addition, the participants will designate an official or officials responsible for collaboration in each of the fields of this MOU.
- 4.2 The Lead Coordinators will meet each year, or as otherwise jointly decided, alternately in the Agartala. At the meetings, the Lead Coordinators will evaluate the status of cooperation under this MOU. This evaluation will include a review of the past year's activities and accomplishments and of the activities planned for the coming year within each of the fields listed in Section 3, an assessment of the balances of exchanges within each of the fields or groups of related fields listed in Section 3, and consideration of measures required to correct any imbalances. In addition, the Lead Coordinators will consider and act on any major new proposals for collaboration. Technical Coordinators may, at the discretion of the lead coordinators, participate in these annual meetings.

#### FINANCIAL ASPECTS

- 5.1 **ICFAI University Tripura** and **CIPET:CSTS, Agartala** will prepare a budget at the time of proposing to a client as well as a firm budget after the assignment has been received. This budget may be amended by mutual consent.
- 5.2 **ICFAI University Tripura** and **CIPET:CSTS, Agartala** will share profits from the project on an equal basis.
- 5.3 **ICFAI University Tripura** or its Students will pay a nominal fee to **CIPET: CSTS, Agartala** for summer Training/ Testing / Other activities at a special discounted price.

#### 6.0 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- 6.1 During the course of the discussions, each party may disclose to other confidential information. Confidential Information shall mean all information designated "Confidential" or under any similar legend indicating the confidentiality of the information as disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") or any of its employees

or agents of the receiving party, except such information as is previously known to the receiving party without an obligation of confidentiality or is publicly disclosed by the disclosing party either prior to or subsequent to the receiving party's receipt of such information from the disclosing party.

6.2 The receiving party shall hold such confidential information in trust and confidence for the Disclosing Party and shall not use it except in furtherance of the relationship outlined in this MOU, nor publish, disclose or disseminate it, except as may be authorized by the disclosing Party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents. If required, the disclosing party may require the receiving party or any of its employees or agents to execute separate non-disclosure or confidentiality agreements.

6.3 Upon termination or expiration of this MOU, and without prejudice to the generality of any provision of this MOU, the Receiving Party shall deliver to disclosing Party all papers or documents containing any Confidential Information.

## 7.0 TERMINATION

This MOU may be terminated, upon six months' written notice by one party to the other party, without liability or obligation. However, this will not include projects quoted together or under implementation, till such time the total payment has been received from these projects and shared according to the agreed basis.

## 8.0 GENERAL

8.1 This MOU or any right, duty, or obligation is undertaken is not assignable or transferable by either party without the prior written consent of the other party. Any attempt to assign any of the rights, duties, or obligations of this MOU without such consent is void.

8.2 This MOU may be modified only by written mutual consent of both the parties and reduced in writing and duly signed by persons authorized on behalf of **ICFAI University Tripura** and **CIPET:CSTS, Agartala**.

8.3 If any provision or provisions of this MOU shall be held to be invalid, illegal or unenforceable, neither party is required to perform said provision to the extent that said provision is invalid, illegal, or unenforceable. However, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8.4 Notices required or permitted hereunder shall be in writing and deemed given and received when personally delivered or properly posted by registered or certified mail, postage prepaid, in an envelope properly addressed to the addresses stated above or to such other address as one Party may specify upon written notice to the other Party and shall be deemed to be served (1) if it is personally delivered, on the date of delivery or (2) if it is sent by prepaid mail, five (5) days after posting thereof, (3) if sent by courier.

8.5 This MOU has been executed in the English language only, and the English language shall be controlled in all respects. No translation of this MOU into any other language

shall be of any force and effect in the interpretation of this MOU or a determination of the intent of either Party.

- 8.6.1 Each party shall retain their Intellectual Property Rights and shall defend, indemnify and save harmless the other party in respect of any third party claims for alleged breach of this and third party's intellectual property right.
- 8.6.2 Any IPR resulting under a Joint R&D project shall be shared equally on a 50:50 basis.
- 8.7 Notwithstanding anything in this agreement to the contrary, neither party shall be liable to the other party for any failure to perform or delay in the performance of, that party's obligations hereunder, when such failure to perform or delay in performance is caused by an event of force majeure; provided, however, that the party whose performance is prevented or delayed by such event of force majeure shall give 30 days' notice thereof to the other party. For purposes of this clause, the term "force majeure" shall include war, rebellion, civil disturbance, earthquake, fire, flood, strike, lockout, labor unrest, acts of governmental authorities whether by regulation, administrative action, or otherwise, shortage of materials, acts of God, acts of the public enemy, acts of terrorism and, in general, any other causes or conditions beyond the reasonable control of the parties.
- 8.8 Any dispute or difference whatsoever arising between parties out of or relating to the construction, meaning or operation or effect of this agreement shall, unless resolved amicably, be settled by arbitration of three arbitrators one to be appointed by each party and the third to be appointed by the two arbitrators so appointed. All proceedings under such Arbitration shall be held only in Mohkampur, Agartala and would be in accordance with the provisions of the arbitration and conciliation act, 1996 and any statutory modifications or re-enactments thereof. It is understood that the court having jurisdiction over Mohkampur, Agartala alone shall be competent to entertain any application or petition pertaining to the arbitration agreement and/or arbitral proceedings under this clause. The agreement will be governed by Indian laws.
- 8.9 If any provision of this agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

**The ICFAI University Tripura**

**CIPET:CSTS-AGARTALA**

  
Signature:  
Name: **Dr. A Ranganath**  
Designation: Registrar  
Contact: 0381-2865753  
Email: registrar@iutripura.edu.in

  
Signature:  
Name : **P. Vijaya Kumar**  
Designation:- Manager (Project & Head)  
Contact: 0381-2310080  
Email: agartala@cipet.gov.in

Stamp:

Stamp:

**1. Witness ICFAI University Tripura**



Name: **Dr. Priyangshu Rana Borthakur**

Designation: Professor and Dean of Faculty of Science and Technology, The ICFAI University Tripura



**2. Witness CIPET:CSTS-Agartala**



Name: **Arunav Banerjee**

Designation: Asst. Technical Officer In-Charge Skill Development & CAD/CAM, CIPET:CSTS-Agartala

